

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF MISSISSIPPI  
GULFPORT DIVISION**

In re:

Case No.: 25-50386-KMS

Jamie Lynn Cospelich,

Chapter: 13

Debtor.

**OBJECTION OF SANTANDER CONSUMER USA INC. TO  
CONFIRMATION OF DEBTOR'S CHAPTER 13 PLAN**

Santander Consumer USA Inc. dba Chrysler Capital ("Movant"), a secured creditor herein, by and through its undersigned attorney, files its objection to confirmation of the proposed plan and states as follows:

1. On March 19, 2025, Jamie Lynn Cospelich (the "Debtor") filed a voluntary petition for relief under Chapter 13 of the United States Bankruptcy Code (the "Petition Date").
2. This Court has jurisdiction of the parties and the subject matter pursuant to 28 U.S.C. §§157, 1334 and 11 U.S.C. § 1324.
3. On August 1, 2023, the Debtor executed and delivered that certain Retail Installment Sale Contract (the "Note"), which was assigned to MOVANT, for the purchase of 2023 Jeep Grand Cherokee bearing Vehicle Identification Number 1C4RJGAG8PC610195 (the "Collateral"). A true and correct copy of the Note is attached hereto as **Exhibit "A."**
4. In order to secure its purchase money security interest evidenced by the Note, Movant recorded its lien by notating the Title (the "Title"), a true and correct copy of which is attached hereto as **Exhibit "B."**
5. On March 19, 2025, the Debtor filed a Chapter 13 Plan (Dkt. 2) (the "Plan").

6. Movant has a secured 910 claim in the amount of \$39,167.58, filed in this matter as Claim 7-1 (“MOVANT’S CLAIM”).

7. The Plan calls to properly value Movant’s 910 claim, with the claim amount listed in MOVANT’s Proof Claim controlling over any contrary amount listed in Debtor’s Plan, but fails to provide for the proper treatment of Movant’s Claim based on the fact that the Plan does not provide adequate assurance of lien retention as to the Collateral.

8. The Plan has not been accepted by Movant pursuant to 11 U.S.C. § 1325(a)(5)(A).

9. Movant demands that the Plan be amended to include the following language: “Santander Consumer USA Inc.’s lien shall be retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law or discharge under 1328.”

WHEREFORE, Movant requests this Court to deny confirmation of the Plan and for such further relief as this Court deems appropriate.

Dated this 5th day of May, 2025.

/s/ Christopher D. Meyer  
Christopher D. Meyer, Esq. (MSB 103467)  
Attorney for Santander Consumer USA Inc.  
dba Chrysler Capital

OF COUNSEL:  
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**CERTIFICATE OF SERVICE**

HEREBY CERTIFY that a copy of the foregoing has been served on this 5th day of May, 2025, either by electronic transmission or by United States first class mail postage prepaid to the following:

**Debtor:**

Jamie Lynn Cospelich  
9810 Ala Moana St  
Diamondhead, MS 39525

**Counsel for the Debtor:**

Thomas Carl Rollins, Jr  
The Rollins Law Firm, PLLC  
PO BOX 13767  
Jackson, MS 39236

**Trustee:**

Warren A. Cuntz, Jr.  
P. O. Box 3749  
Gulfport, MS 39505-3749

**U.S. Trustee:**

U. S. Trustee  
501 East Court Street, Suite 6-430  
Jackson, MS 39201

/s/ Christopher D. Meyer  
OF COUNSEL